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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JEFFREY KENT, MONICA BURROLA  
and NITAYA MCGEE, individuals, on  
behalf of themselves, the general public,  
and those similarly situated,

Plaintiffs,

v.

UNILEVER UNITED STATES, INC.,  
and CONOPCO, INC.,

Defendants.

Case No. 3:25-cv-03660-JCS  
Honorable Joseph C. Spero

**STIPULATION AND [PROPOSED]  
ORDER VOLUNTARILY DISMISSING  
CLAIMS AGAINST UNILEVER  
UNITED STATES, INC. AND SETTING  
BRIEFING SCHEDULE FOR MOTION  
TO DISMISS BY CONOPCO, INC.**

Pursuant to Fed. R. Civ. Procedure 41 and Civil Local Rules 6-1, 6-2 and 7-12,  
Defendants Unilever United States, Inc. ("Unilever US"), and Conopco, Inc., together  
with Plaintiffs Jeffrey Kent, Monica Burrola, and Nitaya McGee, by and through  
their respective counsel, hereby jointly submit this stipulation to voluntarily dismiss

1 Plaintiffs' claims against Unilever US without prejudice and establish a briefing  
2 schedule for Conopco's forthcoming motion to dismiss, as follows:

3 WHEREAS, Plaintiffs served the Class Action Complaint (ECF No. 1) on  
4 Unilever US on May 5, 2025, and on Conopco on May 15, 2025;

5 WHEREAS, Unilever US's response to the Class Action Complaint was  
6 originally due on May 27, 2025, and Conopco's response to the Class Action  
7 Complaint was originally due on June 5, 2025;

8 WHEREAS, on May 23, 2025, and pursuant to Civil Local Rule 6-1, the parties  
9 submitted a joint stipulation to extend Defendants' time to answer or respond to the  
10 Class Action Complaint until June 11, 2025 (ECF No. 8);

11 WHEREAS, Defendants' current deadline to answer or respond to the Class  
12 Action Complaint is June 11, 2025;

13 WHEREAS, Defendants intend to file a motion to dismiss pursuant to Fed. R.  
14 Civ. P. 12;

15 WHEREAS, absent an extension, Plaintiffs' deadline to file an opposition to  
16 Defendants' motion to dismiss would be June 25, 2025, and Defendants' deadline to  
17 file a reply in support of its motion to dismiss would be July 2, 2025;

18 WHEREAS, given the complexity of the matters in this putative class action  
19 and the number of asserted claims, the parties agree there is good cause to stipulate  
20 to a briefing schedule beyond the deadlines imposed by Civil Local Rule 7-3;

21 WHEREAS, the parties have met and conferred and agreed to the following  
22 briefing schedule: (i) Defendants' motion to dismiss shall be due by June 11, 2025,  
23 the current deadline to answer or respond to the Class Action Complaint; (ii)  
24 Plaintiffs' opposition to Defendants' motion to dismiss shall be due by July 11, 2025;  
25 and (iii) Defendants' reply in support of their motion to dismiss shall be due by July  
26 28, 2025;

27 WHEREAS, the imposition of the above-described briefing schedule would not  
28 alter the date of any event or any deadline already fixed by Court order;

1 WHEREAS, Defendants have represented that Unilever US is a holding  
 2 company and that its subsidiary, Conopco, is the operating entity that manufactures  
 3 and markets the products accused in the Complaint;

4 WHEREAS, Plaintiffs currently believe that Unilever US possesses at most  
 5 limited evidence relevant to this case, if any, and its subsidiary, Conopco, has agreed  
 6 to accept service of discovery requests on behalf of Unilever US and facilitate  
 7 discovery from Unilever US if the need arises;

8 NOW, THEREFORE, IT IS HEREBY STIPULATED, subject to the Court's  
 9 approval, Plaintiffs' deadline to file an opposition to the motion to dismiss shall be  
 10 July 11, 2025, and Defendants' deadline to file a reply in support of their motion to  
 11 dismiss shall be July 28, 2025. The parties further stipulate to Plaintiffs' withdrawal  
 12 and voluntary dismissal without prejudice of their claims against Unilever US, which  
 13 will be reflected in an Amended Class Action Complaint to be filed at a later date.  
 14 Conopco agrees to accept service on behalf of, and facilitate discovery directed to,  
 15 Unilever US. Nothing herein shall act as a waiver by Unilever US of any objection to  
 16 discovery available under the law. Each party reserves all other rights with respect  
 17 to discovery that may be served relating to Unilever US.

18  
 19 Dated: June 4, 2025

DTO LAW

20 By: /s/ Megan O'Neill

21 Megan O'Neill

22 Attorneys for Defendants  
 23 UNILEVER UNITED STATES, INC. and  
 24 CONOPCO, INC.

25 Dated: June 4, 2025

GUTRIDE SAFIER LLP

26 By: /s/ Anthony J. Patek

27 Anthony J. Patek

28 Seth A. Safier

Attorneys for Plaintiffs

**CIVIL LOCAL RULE 5-1(i)3 ATTESTATION**

Pursuant to Civil Local Rule 5-1(i)(3), I, Megan O'Neill, obtained concurrence in the filing of this document from signatories Anthony J. Patek and Seth A. Safier.

/s/ Megan O'Neill  
Megan O'Neill

**PURSUANT TO STIPULATION AND FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED:

\_\_\_\_\_  
JOSEPH C. SPERO  
UNITED STATES MAGISTRATE JUDGE